

STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION

Gray  
CumberlandCounty

PIN 8871.00

Contract No. 1

Demolition and Removal of Building

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**IMPORTANT!!**

This is a Package and must not be taken apart.  
when you submit a bid, utilize the "Bid I  
Form", and return the entire Bid Package intact  
to the Department Office in accordance with infor-  
mation contained in "Notice to Contractors and  
Building Movers/Wreckers".

If you require further information as to the Pro-  
posal Contract, contact the Department of Trans-  
portation, as per "Notice to Contractors and  
Building Movers/Wreckers".

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# NOTICE TO CONTRACTORS AND BUILDING MOVERS/WRECKER

PIN 8871.00

Gray, Maine

Contract No.1

Sealed Bids addressed to the Maine Department of Transportation will be received at its Commissioner's Office (first floor) in Augusta, Maine until 11:00 A.M. (local time) on Wednesday November 19, 2003 and at that time and place publicly opened and read for the Demolition or Removal of one building unit.

The unit is a 2-1/2 story wood frame house with attached barn and garage with outbuildings located at 26 Shaker Road in Gray.

All bids must be submitted in the envelope attached to the General and Special provisions section of this bid package, and be accompanied by a Bid Bond or other Bid Guaranty in the amount and form set forth in the Special Provisions. The Bid Guaranty must be : (A) A cashier's check, certified check, or a U.S. Postal money order in the amount of \$2000 made payable to the Treasurer, State of Maine or (B) a Bid Bond for 5% of the Bid conforming to the next paragraph. If the low bid exceeds \$100,000, payment and performance bonds will be required. If a bid indicates a credit to the State, the Department requires a bidder to forward a separate credit amount for the credit bid in the form set forth in the Special Provisions.

This contract is subject to all appropriate Federal laws, including Title VI of the Civil Rights Act of 200164 and those Federal provisions given in Appendix A of the Maine DOT Standard Specifications. (available on the Maine DOT website at <http://www.maine.gov/mdot>)

All work will be required to be in full conformity with standard provisions incorporated herein by reference and by contract special provisions provided herein.

Bid forms and contract special provisions may be obtained from the Department's Web Site [www.maine.gov/mdot](http://www.maine.gov/mdot) then go to Doing Business and then under construction bid packages or call 624-3430 The building may be inspected by contacting 624-3484, Property Specialist, Department of Transportation, Augusta, Maine 04333-0016.

The right is hereby reserved to the Department to reject any or all bids.

Augusta, Maine

John E. Dority  
Chief Engineer

PIN 8871.00

Gray, Maine

Demolition or Removal of Building Contract No. 1

General Provisions

The bid and all work in connection with the proposed contract shall be in full conformity with the Maine State Department of Transportation, Standard Specifications, Highways and Bridges, Revision of December, 2002 hereafter Standard Specifications, except as modified by the following special provisions. Copies of the Standard Specifications may be obtained from the State Department of Transportation upon payment of Ten Dollars (\$10.00) each, or may be obtained free on the Maine DOT website previously cited. No charge will be made for the bid forms or other bid documents.

The Maine Department of Transportation, hereafter Department, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the basis of race, color, sex or national origin in consideration for an award.

**Special Provisions**

1. The bid shall be made upon forms furnished by the Department and shall consist of the Notice to Contractors, plan of area, the Special Provisions, and completed forms for the contract agreement.

BIDS MUST BE SUBMITTED IN THE ATTACHED ENVELOPE.

ALL OTHER PAPERS BOUND WITH OR ATTACHED TO THE BID FORMS ARE NECESSARY PARTS THEREOF, AND MUST NOT BE DETACHED. THIS PACKAGE IS NOT TO BE TAKEN APART, BUT SHOULD BE RETURNED INTACT, WITH THE BID SET FORTH ON THE "BID FORM".

**Bid Guaranty.**

Bids must be accompanied by a bid guaranty that complies with all the requirements of this section, unless noted otherwise in the Notice to Contractors and Building Movers/Wreckers.

The bid guaranty must be: (A) a cashier's check, certified check or United States Postal Money Order in the amount of \$2,000.00 made payable to the "Treasurer - State of Maine" or (B) a Bid Bond for 5% of the Bid conforming to the next paragraph

Bid Bonds must be: (A) issued by an insurance company licensed or approved by the State of Maine, Department of Business Regulation, Bureau of Insurance, to do business in the State of Maine; (B) properly signed by the Bidder (as Principal) and a duly authorized representative of the insurance company referenced above, and (C) on the Department's Bid Bond form (or an exact copy thereof) OR must not contain any significant variations from said form as determined in the sole discretion of the Department.

**Definition of a Unit.** A "unit" is defined as any structure and its auxiliary buildings, as crosshatched on the attached plan.

3. Bid Price. A bid price shall be a lump sum bid price, to be paid either by the State of Maine or to the State of Maine as indicated on the bid sheet, which is a part of the bid I form. Bids are a firm fixed price offer and shall not be conditional. This lump sum bid shall cover all labor, equipment, material, and all miscellaneous items necessary to the performance of the work and all the required incidental work as outlined herein. This lump sum bid will be indicated on the Bid Form under the Demolition or Removal Section included herein.

With a bid, which indicates a credit to the State, the State Department of Transportation, the bidder is required to forward with the bid a separate certified check, cashier's check, or U.S. Postal Money Order drawn to the order of the Treasurer, State of Maine for the credit amount shown on the bid. This is in addition to Bid Guaranty.

4. Competence and Qualifications of Bidders. Prior to award of a contract, the apparent successful bidder may be asked to submit to the Department any or all of the following:

- a. A statement indicating his recent experience on similar work.
- b. A statement that he has sufficient machinery, equipment, and manpower to perform the work described in the contract satisfactorily, and within the required time limit.
- c. A financial statement.

5. Award and Execution of Contract. The contract will be awarded or the bid rejected by the Department within thirty (30) days after the opening of the bids. Although Bids will normally expire 30 days after bid opening, a bid may be extended if the Department requests and the bidder agrees, to give the Department additional time before award.

Awards will be made to the responsible bidder with the lowest responsive Bid, with an amount "TO BE PAID BY THE STATE OF MAINE", unless there is a responsive Bid which contains a credit amount " TO BE PAID TO THE STATE OF MAINE ". If there are more than one responsive Bids offering a credit to the State of Maine, then the highest responsive credit Bid becomes the apparent successful bidder. The Department reserves the right to accept or reject any bid. In the case of two (2) or more equal bids, the Department shall decide to whom the contract will be awarded in accordance with Title 5 § 1816(8). In the interest of preserving existing housing, the Department may, if the option is available in the bid package, elect to accept a bid for removal and relocation rather than one for demolition. The successful Bidder will be notified in writing if payment and performance bonds are required, and upon receipt of any required bonds, that said bidder has been awarded the Contract. Otherwise the successful bidder will be simply notified in writing that it has been awarded the contract.

6. Return of Bid Guaranty. All Bid Guaranties, other than bid bonds, except that of the lowest bidder or highest bidder, as applicable, will be returned within ten (10) days following the opening and checking of bids. Upon award of a contract to the successful bidder, the bid bonds of the unsuccessful bidders expire.

In case all bids are rejected, all Bid Guaranties other than Bid Bonds will be returned within three (3) days of the date of rejection. All bids will be opened, although

the Department retains the right to rejected any and all bids. Rejected bids will not be returned unless the bidder requests in writing that the Bid be returned. Bidders whose bids are rejected will be notified in writing of the fact that their Bid was rejected and the reason it was rejected.

7. Execution of Contract. The Department uses the Offer, Agreement and Award process used by the Federal government on construction contracts. The signed, properly completed, responsive Bid is the offer. Once the Department has opened reviewed the bid, and performed a successful responsibility check on the bidder, then the successful bidder will receive a written "Notice of Intent to Award" letter requesting the insurance certificate per the Standard Specifications or a lesser amount of insurance incorporated into the bid package by Special Provision. The Department will then accept the offer, cosign the agreement form provided in the bid package, and a contract will be formed. If the resulting contract will equal or exceed \$100,000, then payment and performance bonds will be requested in addition to the insurance certificate noted above.

8. In the event the contract is not executed by the Department within thirty (30) days after the date of bid opening, the successful Bidder shall have the right to withdraw his bid without loss of Bid Guaranty. No Bid shall be considered binding upon the Department until the execution of the contract by the Department. Execution shall take place when the Commissioner or Deputy Commissioner has cosigned the Offer, Agreement and Award Form.

9. Start and Completion of Work. Work under the contract shall be started within ten (10) days of receipt of a fully executed contract. The completion date will be that noted on the Offer, Agreement and Award Form, unless otherwise noted in the contract.

In the event the contractor is unable to complete the work by the completion date, and the Department determines that the cause of delay to the contractor was due to circumstances beyond the control of the contractor, the Department shall have the absolute right to extend the completion date accordingly. For each calendar day that the work shall remain incomplete after the completion date, there shall be deducted from any monies due under the contract, not as a penalty, but as liquidated damages, the sum of One Hundred Dollars (\$100.00) with the exception of Sundays and holidays.

#### 10. Scope of Work

A. The work shall consist of the complete Demolition or Removal of the following unit:

Unit – A 2-1/2-story wood frame house with attached barn and garage with outbuildings located at 26 Shaker Road (Rte 26) in Gray.

Septic System: The septic tank shall be pumped out to remove waste material and shall be broken up as directed by the engineer to preclude accumulation of water. It shall then be backfilled with gravel as required under the provisions regarding excavations below.

Foundations: Remove to minimum of three (3) feet below surrounding grade (may be tumbled into cellar hole to extent of space available below the three (3) foot level). The cellar hole shall then be filled to surrounding levels as required under the provisions regarding excavations below.

Loaming: Section 615 All graded or disturbed areas are to be covered with a minimum of two (2) inches of loam.

Seeding: Section 618 All graded or disturbed areas are to be seeded according to Method #1.

General: The following shall be completely removed at the discretion of the State's engineer: steps; walks; slabs; piers; posts.

Excavations shall be filled to ground level with Two foot layers of good grade common borrow that meets the requirements of section 703.18 of the Standard Specifications. In this process, the contour and grades of the abutting land are to be followed.

Remains of Outbuildings: The following shall be completely removed: foundations, piers, posts, slabs of whatever material; associated debris. Swimming pool filled to at grade.

B. Ownership of Buildings and Materials: All buildings and materials contained therein (except as specified in Paragraph "C"), and any items connected with the property of a personal property nature shall become the property of the contractor and shall be completely removed from the proposed highway construction area. Ownership reverts to contractor upon awarding of contract by Commissioner of Maine Department of Transportation. All debris and unusable materials shall be removed to an approved transfer station or approved landfill. Under no circumstances shall any material or debris be disposed of by burning on the premises nor shall the debris be burned at an off premise site.

C. All plywood panels, hasps, padlocks, and other materials used to secure these buildings will remain the property to the Department of Transportation. These panels and padlocks will be transported to a location in the area to be determined by the Project Engineer.

D. Rodent Control. With the "Notice to Proceed", or when a building becomes available to the Contractor, the Department will designate whether rodent control measures are required or not.

The Contractor shall not remove a building until the Department has certified it to be free of rodents. Should rodent control measures be required, the Contractor shall procure the extermination services as soon as possible. The Department will reinspect the building within 7 days after the extermination services are performed. The cost of extermination services until the building is found to be rodent free will be paid for as a specialty item under Section 109.04(g) of the Standard Specifications.

Each building shall be removed promptly after notification that it is free of rodents. All subsequent inspection costs and extermination services necessary to assure that the building is rodent free at time of removal will be at the expense of the Contractor.

E. Temporary Barricades and Signs. The Contractor shall provide and maintain all temporary barricades, signs or other safety measures necessary.

11. Utilities. Contractor shall remove all utility service connections prior to demolition of any building. All existing sewer connections shall be cut off and sealed with a water and gas tight seal to the satisfaction of the Department's Engineer before such connections are covered by any fill material. Water connections or services shall be cut and completely capped or plugged in a manner to prevent any flow or seepage of water into any excavated area.

12. Permits and Conformity with Laws and Ordinances. The Contractor shall obtain any and all permits or licenses necessary for the performance of the work and shall familiarize himself with and conform to all Federal, State, and local laws, regulations, or ordinances applicable to the work.

13. Insurance. Contractor shall purchase and maintain during the term of this contract comprehensive liability insurance as noted in the Departments Standard Specifications, or otherwise specified by Special Provision herein., coverage for death, personal injury or property damage which may occur as a result of Contractor's work under this contract. (See Section 110 of the Standard Specifications, entitled Indemnification, Bonding and Insurance)

14. Non-discrimination. During the performance of this contract the Contractor agrees to comply with the requirements imposed by Title 5 M.R.S.A. & 784(2), which statute is hereby incorporated by reference.

15. Payment. Payment will be made in one lump sum unless the Department and the Contractor agree to progress payments at completion of agreed intermediary milestones. Before the Department may accept the work, the Contractor must submit both a notification of the completion of the work and a written statement that all bills incurred in doing the work have been paid. After receipt and consideration of these statements the Department will accept or reject the work.

16. Notices. All notices, invoices, payments and correspondence required or generated under the terms of this contract shall be sent to the following:

To Department

To Contractor

Attention Fred Paganucci  
Maine Department of Transportation  
State House Station 16  
Augusta, Maine 04333

SPECIAL PROVISION  
CORRECTIONS, ADDITIONS AND REVISIONS  
Standard Specifications - Revision of December 2002

SECTION 101  
CONTRACT INTERPRETATION

101.2 Definitions - Closeout Documentation

Replace the sentence "A letter stating the amount..... DBE goals." with "DBE Goal Attainment Verification Form"

SECTION 102  
DELIVERY OF BIDS

(Location and Time)

#### 102.7.1 Location and Time

Add the following sentence “As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments & Submission of Bid Bond Validation Number form, the completed Schedule of Items, 2 copies of the completed Agreement, Offer, & Award form, a Bid Bond or Bid Guarantee, and any other Certifications or Bid Requirements listed in the Bid Book.”

### SECTION 103 AWARD AND CONTRACTING

#### 103.3.1 Notice and Information Gathering

Change the first paragraph to read as follows: “After Bid Opening and as a condition for Award of a Contract, the Department may require an Apparent Successful Bidder to demonstrate to the Department’s satisfaction that the Bidder is responsible and qualified to perform the Work.”

### SECTION 105 GENERAL SCOPE OF WORK

#### 105.6.2 Contractor Provided Services

Change the first paragraph by the addition of the following as the second sentence: “The Contractor is also responsible for providing construction centerline, or close reference points, for all Utility Facilities relocations and adjustments as necessary to complete the Work.”

### SECTION 106 QUALITY

106.6 Acceptance Add the following to paragraph 1 of A: “This includes Sections 401 - Hot Mix Asphalt, 402 - Pavement Smoothness, and 502 - Structural Concrete - Method A - Air Content.”

Add the following to the beginning of paragraph 3 of A: “For pay factors based on Quality Level Analysis, and”

### SECTION 107 TIME

107.3.1 General Add the following: “If a Holiday occurs on a Sunday, the following Monday shall be considered a Holiday. Sunday or Holiday work must be approved by the Department, except that the Contractor may work on Martin Luther King Day, President’s Day, Patriot’s Day, the Friday after Thanksgiving, and Columbus Day without the Department’s approval.”



## SECTION 108 PAYMENT

108.4 Payment for Materials Obtained and Stored First paragraph, second sentence, delete the words "...Delivered on or near the Work site at acceptable storage places."

## SECTION 109 CHANGES

109.1.1 Changes Permitted Add the following to the end of the paragraph: "There will be no adjustment to Contract Time due to an increase or decrease in quantities, compared to those estimated, except as addressed through Contract Modification(s)."

109.1.2 Substantial Changes to Major Items Add the following to the end of the paragraph: "Contract Time adjustments may be made for substantial changes to Major Items when the change affects the Critical Path, as determined by the Department"

## SECTION 402 PAVEMENT SMOOTHNESS

Add the following: "Projects to have their pavement smoothness analyzed in accordance with this Specification will be so noted in Special Provision 403 - Bituminous Box."

"402.02 Lot Size Lot size for smoothness will be 1000 lane-meters [3000 lane-feet]. A subplot will consist of 20 lane-meters [50 lane-feet]. Partial lots will be included in the previous lot if less than one-half the size of a normal lot. If greater than one-half the normal lot size, it will be tested as a separate lot."

## SECTION 502 STRUCTURAL CONCRETE

502.0502 Quality Assurance Method A - Rejection by Resident Change the first sentence to read: "For an individual subplot with test results failing to meet the criteria in Table #1, or if the calculated pay factor for Air Content is less than 0.80....."

502.0503 Quality Assurance Method B - Rejection by Resident Change the first sentence to read: "For material represented by a verification test with test results failing to meet the criteria in Table #1, the Department will....."

502.0505 Resolution of Disputed Acceptance Test Results Combine the second and third sentence to read: "Circumstances may arise, however, where the Department may ....."

## SECTION 504 REINFORCING STEEL

504.18 Plates for Fabricated Members Change the second paragraph, first sentence from: "...ASTM A 898/A 898 M..." to "...ASTM A 898/A 898 M or ASTM A 435/A 435 M as applicable and..."

## SECTION 535 PRECAST, PRESTRESSED CONCRETE SUPERSTRUCTURE

535.02 Materials Change "Steel Strand for Concrete Reinforcement" to "Steel Strand"

535.26 Lateral Post-Tensioning Replace the first paragraph; "A final tension..." with "Overstressing strands for setting losses cannot be accomplished for chuck to chuck lengths of 7.6 m [25 ft] and less. In such instances, refer to the Plans for all materials and methods. Otherwise, post-tensioning shall be in accordance with PCI standards and shall provide the anchorage force noted in the Plans. The applied jacking force shall be no less than 100% of the design jacking force."

## SECTION 604 MANHOLES, INLETS, AND CATCH BASINS

604.02 Materials Add the following:

"Tops and Traps	712.07
Corrugated Metal Units	712.08
Catch Basin and Manhole Steps	712.09"

## SECTION 615 LOAM

615.02 Materials Make the following change:

<u>Organic Content</u>	<u>Percent by Volume</u>
Humus	"5% - 10%", as determined by Ignition Test

## SECTION 618 SEEDING

618.01 Description Change the first sentence to read as follows: "This work shall consist of furnishing and applying seed ....." Also remove ",and cellulose fiber mulch" from 618.01(a).

618.03 Rates of Application In 618.03(a), remove the last sentence and replace with the following: "These rates shall apply to Seeding Method 2, 3, and Crown Vetch."

618.09 Construction Method In 618.09(a) 1, sentence two, replace “100 mm [4 in]” with “25 mm [1 in] (Method 1 areas) and 50 mm [2 in] (Method 2 areas)”

618.15 Temporary Seeding Change the Pay Unit from Unit to Kg [lb].

## SECTION 620 GEOTEXTILES

### 620.03 Placement Section (c)

Title: Replace “Non-woven” in title with “Erosion Control”.

First Paragraph: Replace first word “Non-woven” with “Woven monofilament”.

Second Paragraph: Replace second word “Non-woven” with “Erosion Control”.

### 620.07 Shipment, Storage, Protection and Repair of Fabric Section (a)

Replace the third sentence with the following: “Damaged geotextiles, as identified by the Resident, shall be repaired immediately.”

### 620.09 Basis of Payment

Pay Item 620.58: Replace “Non-woven” with “Erosion Control”

Pay Item 620.59: Replace “Non-woven” with “Erosion Control”

## SECTION 626 HIGHWAY SIGNING

626.034 Concrete Foundations Add to the following to the end of the second paragraph: “Pre-cast and cast-in-place foundations shall be warranted against leaning and corrosion for two years after the project is completed. If the lean is greater than 2 degrees from normal or the foundation is spalling within the first two years, the Contractor shall replace the foundation at no extra cost.”

## SECTION 637 DUST CONTROL

637.06 Basis of Payment Add the following after the second sentence of the third paragraph: “Failure by the Contractor to follow Standard Specification or Special Provision - Section 637 and/or the Contractor’s own Soil Erosion and Pollution Control Plan concerning Dust Control and/or the Contractor’s own Traffic Control Plan concerning Dust Control and/or visible evidence of excessive dust problems, as determined by the Resident, will result in a reduction in payment, computed by reducing the Lump Sum Total by 5% per occurrence per day. The Department’s Resident or any other representative of the Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item. Additional penalties may also be assessed in accordance with Special Provision 652 - Work Zone Traffic Control and Standard Specification 656 - Temporary Soil Erosion and Water Pollution Control.”

## SECTION 656

## TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL

656.5.1 If Pay Item 656.75 Provided Replace the second paragraph with the following: “Failure by the Contractor to follow Standard Specification or Special Provision - Section 656 and/or the Contractor’s own Soil Erosion and Pollution Control Plan will result in a reduction in payment, computed by reducing the Lump Sum Total by 5% per occurrence per day. The Department’s Resident or any other representative of the Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item.”

### SECTION 709

#### REINFORCING STEEL AND WELDED STEEL WIRE FABRIC

709.03 Steel Strand Change the second paragraph from “...shall be 12mm [½ inch] AASHTO M203M/M203 (ASTM A416/A416M)...” to “...shall be 15.24 mm [0.600 inch] diameter AASHTO M203 (ASTM A416)...”

### SECTION 712

#### MISCELLANEOUS HIGHWAY MATERIALS

Add the following:

“712.07 Tops, and Traps These metal units shall conform to the plan dimensions and to the following specification requirements for the designated materials.

Gray iron castings shall conform to the requirements of AASHTO M105, Class 30, unless otherwise designated.

Carbon steel castings shall conform to the requirements of AASHTO M103/M103M. Grade shall be 450-240 [65-35] unless otherwise designated.

Structural steel shall conform to the requirements of AASHTO M183/M183M or ASTM A283/A283M, Grade B or better. Galvanizing, where specified for these units, shall conform to the requirements of AASHTO M111.

712.08 Corrugated Metal Units The units shall conform to plan dimensions and the metal to AASHTO M36/M36M. Bituminous coating, when specified, shall conform to AASHTO M190 Type A.

712.09 Catch Basin and Manhole Steps Steps for catch basins and for manholes shall conform to ASTM C478M [ASTM C478], Section 13 for either of the following material:

(a) Aluminum steps-ASTM B221M, [ASTM B211] Alloy 6061-T6 or 6005-T5.

(b) Reinforced plastic steps Steel reinforcing bar with injection molded plastic coating copolymer polypropylene. Polypropylene shall conform to ASTM D 4101.

712.23 Flashing Lights Flashing Lights shall be power operated or battery operated as specified.

(a) Power operated flashing lights shall consist of housing, adapters, lamps, sockets, reflectors, lens, hoods and other necessary equipment designed to give clearly visible signal indications within an angle of at least 45 degrees and from 3 to 90 m [10 to 300 ft] under all light and atmospheric conditions.

Two circuit flasher controllers with a two-circuit filter capable of providing alternate flashing operations at the rate of not less than 50 nor more than 60 flashes per minute shall be provided.

The lamps shall be 650 lumens, 120 volt traffic signal lamps with sockets constructed to properly focus and hold the lamp firmly in position.

The housing shall have a rotatable sun visor not less than 175 mm [7 in] in length designed to shield the lens.

Reflectors shall be of such design that light from a properly focused lamp will reflect the light rays parallel. Reflectors shall have a maximum diameter at the point of contact with the lens of approximately 200 mm [8 in].

The lens shall consist of a round one-piece convex amber material which, when mounted, shall have a visible diameter of approximately 200 mm [8 in]. They shall distribute light and not diffuse it. The distribution of the light shall be asymmetrical in a downward direction. The light distribution of the lens shall not be uniform, but shall consist of a small high intensity portion with narrow distribution for long distance throw and a larger low intensity portion with wide distribution for short distance throw. Lenses shall be marked to indicate the top and bottom of the lens.

(b) Battery operated flashing lights shall be self-illuminated by an electric lamp behind the lens. These lights shall also be externally illuminated by reflex-reflective elements built into the lens to enable it to be seen by reflex-reflection of the light from the headlights of oncoming traffic. The batteries must be entirely enclosed in a case. A locking device must secure the case. The light shall have a flash rate of not less than 50 nor more than 60 flashes per minute from minus 30 °C [minus 20 °F] to plus 65 °C [plus 150 °F]. The light shall have an on time of not less than 10 percent of the flash cycle. The light beam projected upon a surface perpendicular to the axis of the light beam shall produce a lighted rectangular projection whose minimum horizontal dimension shall be 5 degrees each side of the horizontal axis. The effective intensity shall not have an initial value greater than 15.0 candelas or drop below 4.0 candelas during the first 336 hours of continuous flashing. The illuminated lens shall appear to be uniformly bright over its entire illuminated surface when viewed from any point within an angle of 9 degrees each side of the vertical axis and 5 degrees each side of the horizontal axis. The lens shall not be less than 175 mm [7 in] in diameter including a reflex-reflector ring of 13 mm [½ in] minimum width around the periphery. The lens shall be yellow in color and have a minimum relative luminous transmittance of 0.440 with a luminance of 2854° Kelvin. The lens shall be one-piece construction. The lens material shall be plastic and meet the luminous transmission requirements of this specification. The case containing the batteries and circuitry shall be

constructed of a material capable of withstanding abuse equal to or greater than 1.21 mm thick steel [No. 18 U.S. Standard Gage Steel]. The housing and the lens frame, if of metal shall be properly cleaned, degreased and pretreated to promote adhesion. It shall be given one or more coats of enamel which, when dry shall completely obscure the metal. The enamel coating shall be of such quality that when the coated case is struck a light blow with a sharp tool, the paint will not chip or crack and if scratched with a knife will not powder. The case shall be so constructed and closed as to exclude moisture that would affect the proper operation of light. The case shall have a weep hole to allow the escape of moisture from condensation. Photoelectric controls, if provided, shall keep the light operating whenever the ambient light falls below 215 lx [20 foot candles]. Each light shall be plainly marked as to the manufacturer's name and model number.

If required by the Resident, certification as to conformance to these specifications shall be furnished based on results of tests made by an independent testing laboratory. All lights are subject to random inspection and testing. All necessary random samples shall be provided to the Resident upon request without cost to the Department. All such samples shall be returned to the Contractor upon completion of the tests.

712.32 Copper Tubing Copper tubing and fittings shall conform to the requirements of ASTM B88M Type A [ASTM B88, Type K] or better.

712.33 Non-metallic Pipe, Flexible Non-metallic pipe and pipe fittings shall be acceptable flexible pipe manufactured from virgin polyethylene polymer suitable for transmitting liquids intended for human or animal consumption.

712.34 Non-metallic Pipe, Rigid Non-metallic pipe shall be Schedule 40 polyvinylchloride (PVC) that meets the requirement of ASTM D1785. Fittings shall be of the same material.

712.341 Metallic Pipe Metallic pipe shall be ANSI, Standard B36.10, Schedule 40 steel pipe conforming to the requirements of ASTM A53 Types E or S, Grade B. End plates shall be steel conforming to ASTM A36/A36M.

Both the sleeve and end plates shall be hot dip galvanized. Pipe sleeve splices shall be welded splices with full penetration weld before galvanizing.

712.35 Epoxy Resin Epoxy resin for grouting or sealing shall consist of a mineral filled thixotropic, flexible epoxy resin having a pot life of approximately one hour at 10°C [50°F]. The grout shall be an approved product suitable for cementing steel dowels into the preformed holes of curb inlets and adjacent curbing. The sealant shall be an approved product, light gray in color and suitable for coating the surface.

712.36 Bituminous Curb The asphalt cement for bituminous curb shall be of the grade required for the wearing course, or shall be Viscosity Grade AC-20 meeting the current requirements of Subsection 702.01 Asphalt Cement. The aggregate shall conform to the requirements of Subsection 703.07. The coarse aggregate portion retained on the 2.36 mm [No. 8] sieve may be either crushed rock or crushed gravel.

The mineral constituents of the bituminous mixture shall be sized and graded and combined in a composite blend that will produce a stable durable curbing with an acceptable texture. Bituminous material for curb shall meet the requirements of Section 403 - Hot Bituminous Pavement.

712.37 Precast Concrete Slab Portland cement concrete for precast slabs shall meet the requirements of Section 502 - Structural Concrete, Class A.

The slabs shall be precast to the dimension shown on the plans and cross section and in accordance with the Standard Detail plans for Concrete Sidewalk Slab. The surface shall be finished with a float finish in accordance with Subsection 502.14(c). Lift devices of sufficient strength to hold the slab while suspended from cables shall be cast into the top or back of the slab.

712.38 Stone Slab Stone slabs shall be of granite from an acceptable source, hard, durable, predominantly gray in color, free from seams which impair the structural integrity and be of smooth splitting character. Natural color variations characteristic of the deposit will be permitted. Exposed surfaces shall be free from drill holes or indications of drill holes. The granite slabs in any one section of backslope must be all the same finish.

The granite slabs shall be scabble dressed or sawed to an approximately true plane having no projections or depressions over 13 mm [½ in] under a 600 mm [2 ft] straightedge or over 25 mm [1 in] under a 1200 mm [4 ft] straightedge. The arris at the intersection of the top surface and exposed front face shall be pitched so that the arris line is uniform throughout the length of the installed slabs. The sides shall be square to the exposed face unless the slabs are to be set on a radius or other special condition which requires that the joints be cut to fit, but in any case shall be so finished that when the stones are placed side by side no space more than 20 mm [¾ in] shall show in the joint for the full exposed height.

Liftpin holes in all sides will be allowed except on the exposed face.

## SECTION 717 ROADSIDE IMPROVEMENT MATERIAL

717.05 Mulch Binder. Change the third sentence to read as follows:

“Paper fiber mulch may be used as a binder at the rate of 2.3 kg/unit [5 lb/unit].”

GENERAL DECISION ME030001 10/10/03 ME1  
General Decision Number: ME030001 10/10/2003

Superseded General Decision Number: ME020001

State: Maine

Construction Types: Building

Counties: Androscoggin, Cumberland and Penobscot Counties in Maine.

Building Construction Projects (does not include single family homes and apartments up to and including 4 stories).

Modification Number	Publication Date
0	06/13/2003
1	09/19/2003
2	10/10/2003

BOIL0029-003 10/01/2002

	Rates	Fringes
Boilermaker.....	\$ 25.08	12.41

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CARP1996-001 10/01/2002

	Rates	Fringes
Carpenters: (Including acoustical ceiling installation, drywall hanging and batt insulation installation).....	\$ 17.00	7.95
Carpenters: Millwrights.....	\$ 19.75	7.95

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ELEC0567-001 06/01/2003

ANDROSCOGGIN COUNTY: Townships of Auburn, Durham, Lewiston, Lisbon, Mechanic Falls, Minot, Poland  
CUMBERLAND COUNTY: Entire County (All Townships)  
PENOBSCOT COUNTY: Entire County, excluding 2R.8, Chester, Prentis, Seboeis, Webster, and Winn Townships and area south thereof.

	Rates	Fringes
Electricians: .....	\$ 23.88	10.27
Teledata Technicians.....	\$ 19.00	8.73

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ELEC1253-001 12/01/2001

ANDROSCOGGIN COUNTY (Townships of Greene, Leeds, Livermore, Livermore Falls, Turner, Wales, Webster)  
  
PENOBSCOT COUNTY (Townships of Alton, Argyle, Bangor, Bradford, Bradley, Brewer, Burlington, Carmel, Carroll, Charleston, Chester, Clifton, Corinna, Corinth, Dixmont, Eddington,



Edinburg, Enfield, Etna, Exeter, Garland, Glenburn, Grand Falls, Greenbush, Greenfield, Hampden, Hermon, Holden, Howland, Hudson, Kenduskeag, LeGrange, Lakeville, Lee, Levant, Lincoln, Lowell, Mattamiscontis, Maxfield, Milford, Newburg, Newport, Old Town, Orono, Orrington, Passadumkeag, Plymouth, Prentiss, Seboeis, Springfield, Stetson, Summit, Veazie, Webster, Winn, 2R.8, 3R.1, 5R

	Rates	Fringes
Electricians:		
.....	\$ 22.00	10.02
Teldata Technicians.....	\$ 18.00	7.90

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\* IRON0496-001 09/16/2003

	Rates	Fringes
Ironworkers:		
Structural and Reinforcing.....	\$ 20.15	14.99

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SUME2000-001 10/24/2000

	Rates	Fringes
Bricklayer.....	\$ 15.12	2.66
Caulker/Waterproofer.....	\$ 13.49	3.40
Cement Mason/Finisher.....	\$ 11.71	1.26
Drywall Finisher.....	\$ 13.09	
Elevator Constructor.....	\$ 20.07	6.26
Laborers: (Including General Laborers and Brick Mason Tenders).....	\$ 10.55	4.40
Pipefitter.....	\$ 17.89	7.40
Plumber.....	\$ 13.92	1.19
Power equipment operators:		
Backhoes.....	\$ 14.22	5.39
Cranes.....	\$ 14.78	4.47
Excavators.....	\$ 14.53	2.45
Loaders.....	\$ 13.95	2.71
Rollers.....	\$ 13.50	4.31
Roofer.....	\$ 11.47	1.91
Sheetmetal Worker.....	\$ 12.47	3.61

Sprinkler Fitter.....	\$ 10.53	1.27
Truck drivers:		
Dump.....	\$ 10.33	1.27
Tri Axle.....	\$ 10.11	2.02

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

**STATE OF MAINE DEPARTMENT OF TRANSPORTATION**  
**FORM OF GENERAL CONTRACT BID BOND**

KNOW ALL MEN BY THESE PRESENTS THAT \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_,  
of the \_\_\_\_\_ of \_\_\_\_\_  
and State of \_\_\_\_\_ as Principal,  
and \_\_\_\_\_  
\_\_\_\_\_ as Surety, a corporation duly  
organized under the laws of the State of \_\_\_\_\_  
and having a usual place of business in \_\_\_\_\_  
are hereby held and firmly bound unto the Treasurer of the State of Maine in the sum of  
\_\_\_\_\_  
\_\_\_\_\_, for  
payment which Principal and Surety bind themselves, their heirs, executors,  
administrators, successors and assigns, jointly and severally.

The condition of this obligation is such that if the Principal has submitted to the Maine Department of Transportation, hereafter Department, a certain bid, attached

hereto and incorporated as a part herein, to enter into a written contract for the  
Demolition/Removal of \_\_\_\_\_

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and if the Department shall accept said proposal and the Principal shall execute and  
deliver a contract in the form attached hereto (properly completed in accordance with  
said bid) and shall furnish bonds for his faithful performance of said contract and

for the payment of all persons performing labor or furnishing material in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

WITNESS

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

WITNESS

\_\_\_\_\_

\_\_\_\_\_

PRINCIPAL:

BY \_\_\_\_\_

By \_\_\_\_\_

BY \_\_\_\_\_

SURETY

\_\_\_\_\_

\_\_\_\_\_

Name of Local Agency

\_\_\_\_\_

## **CONTRACT AGREEMENT, OFFER & AWARD**

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

**(Name of the firm bidding the job)** \_\_\_\_\_

a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at **(address of the firm bidding the job)** \_\_\_\_\_

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

### **A. The Work**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract,

**PIN No. 1234.56**, for the **Demolition and Removal of a single story ranch style house with attached garage** in the town/city of **West Eastport**, County of **Washington**, Maine. The Work includes demolition, maintenance of site during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

### **B. Time**

The Contractor agrees to complete all Work, except warranty work, on or before **November 15, 2005**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the Maine DOT Standard Specifications.

### C. Price

The quantities given in the Schedule of Items of the Bid Package (if applicable) will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond. **The bid is** (Place bid here \$ 000,000 ), if the bid is a credit – write the word “Credit” next to the bid credit amount Performance Bond and Payment Bond each being 100% of the amount of this Contract.

### D. Contract

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Maine DOT Standard Specifications, Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement, and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

### E. Certifications

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A the Maine DOT Standard Specifications (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

**F. Offer** The undersigned, having carefully examined the site of work, the Plans, Maine DOT Standard Specifications, Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement; and Bonds contained herein for demolition of:

**PIN 1234.00 West Eastport, Demolition and removal of a one story ranch style house with attached garage located on 11 Belmont Avenue**,

State of Maine, on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to perform the whole of the Demolition Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached “Schedule of Items”(if given) or at a lump sum price.



The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offerer also agrees:

First: To do any extra work, not covered by the attached documentation, which may be ordered by the Maine DOT Resident Engineer or Project Manager, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Maine DOT Resident Engineer's or Project Manager's "Notice to Commence Work" as stated in the Maine DOT Standard Specifications, and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: If Federal funding is involved, the Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Maine DOT Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents

\_\_\_\_\_  
Date

\_\_\_\_\_  
**(Sign Here)**

\_\_\_\_\_  
**(Print Name Here)**  
(Name and Title Printed)

\_\_\_\_\_  
**(Witness Sign Here)**  
Witness

**G. Award**

**Your offer is hereby accepted. This award consummates the Contract, and the documents referenced herein.**

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: David A. Cole, Commissioner

\_\_\_\_\_  
Witness

## **CONTRACT AGREEMENT, OFFER & AWARD**

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

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a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at \_\_\_\_\_

---

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

### **A. The Work**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract,

**PIN No. 8871.00, for the Demolition and Removal of a 2-1/2 story house with attached barn and garage with out buildings in the town/city of Gray ,County of Cumberland, Maine.** The Work includes demolition, maintenance of site during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

### **B. Time**

The Contractor agrees to complete all Work, except warranty work, on or before January 15, **2004**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the Maine DOT Standard Specifications.

### **C. Price**

The quantities given in the Schedule of Items of the Bid Package (if applicable) will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond. **The bid is \_\_\_\_\_** Performance Bond and Payment Bond each being 100% of the amount of this Contract.

**D. Contract**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Maine DOT Standard Specifications, Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

**E. Certifications**

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A the Maine DOT Standard Specifications (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

**F. Offer** The undersigned, having carefully examined the site of work, the Plans, Maine DOT Standard Specifications, Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement; and Bonds contained herein for demolition of:

**PIN 8871.00 Gray: Demolition and removal of a 2-1/2 story house with attached garage and barn with outbuildings located on 26 Shaker Road in Gray, Cumberland County** State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to perform the whole of the Demolition Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items"(if given) or at a lump sum price.

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offerer also agrees:

First: To do any extra work, not covered by the attached documentation, which may be ordered by the Maine DOT Resident Engineer or Project Manager, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Maine DOT Resident Engineer's or Project Manager's "Notice to Commence Work" as stated in the Maine DOT Standard Specifications, and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: If Federal funding is involved, the Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Maine DOT Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Name and Title Printed)

**G. Award**

**Your offer is hereby accepted. This award consummates the Contract, and the documents referenced herein.**

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: David A. Cole, Commissioner

\_\_\_\_\_  
Witness